

	<b>REQUEST FOR QUOTE</b>	<b>PURCHASING OFFICE</b>			
<b>STATE OF ALASKA</b>	<b>Quotes will be received until 2:00 pm, on Tuesday, September 1, 2009</b>  <b>RFQ No.: SEF- 1477</b> Req. No.: 16-014-10  <b>SKIDSTEER LOADER</b>	Dept. of Transportation & Public Facilities State Equipment Fleet 2200 E. 42nd Ave. Anchorage, AK 99508 PHONE (907) 269-0791 FAX (907) 269-0801			
	Date: August 25, 2009	Page 1 of 10			
<b>VENDOR NOTICE</b> <b>(This is NOT a Purchase Order)</b> This is an informal quote that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quote. The quote shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quote by the above time and date. <b>****Quotes may be faxed to 269-0801 or delivered to the above address. ****</b>					
<b>DELIVERY LOCATION: FOB Seward, Alaska</b>		<b>BUYER: Abby Breshears, Procurement Specialist</b>			
<b>VENDOR QUOTE</b>					
Description		Qty	Unit	Bid Price	
Skidsteer Loader, as per attached Specifications Year/Make/Model: _____		1	Each	\$ _____	
<b>THIS SECTION MUST BE COMPLETED BY VENDOR</b>					
Delivery shall be made not later than 90 calendar days after receipt of order. Payment Terms _____ Delivery Not Later Than: _____ <b>Days ARO</b>					
Company Name	Address	City	State	ZIP Code	Phone/Fax No.
AK Business License #	Vendor Tax ID No.	Do you qualify for Alaska Bidders' Preference? *  <div style="display: flex; justify-content: space-around;"> <span>[ ] Yes</span> <span>[ ] No</span> </div>			
<div style="display: flex; justify-content: space-between;"> <span>_____ Signature</span> <span>_____ Date</span> <span>_____ Printed Name and Title</span> </div>					

\* Do not apply the Alaska Bidders' Preference, the contracting officer will do this for you \*

SPECIFICATION #321  
SKID STEER LOADER  
August 25, 2009

**GENERAL SPECIFICATION:**

It is the purpose of this specification to describe a new, and of the manufacturer's latest current model and design, diesel powered, skidsteer loader with attachments including:

68 inch (minimum width) low profile bucket with bolt-on cutting edge.

This skidsteer is to include all standard equipment and accessories manufacturer's specification sheet of model offered, unless otherwise specified herein.

**APPLICATION:**

General purpose use. Varying terrain and weather conditions to minus 30 degrees Fahrenheit.

**DOCUMENTATION REQUIRED:**

One (1) copy of manufacturer's product brochure to be provided with bid proposal.

**TYPICAL UNITS:**

*BOBCAT* Model S160 or *CASE* Model 410, provided all of the following minimum specifications are met.

**1.0 POWER TRAIN:**

1.1 Engine:

1.1.1 Diesel, liquid cooled, 4 cylinder, 61 Net HP, minimum.

1.1.2 Air Intake System:

1.1.2.1 To include dual element system, minimum.

1.1.2.2 Air filter restriction indicator, clearly visible from operator's station.

1.1.3 Anti-freeze: Permanent type, affording protection to minus 50 degrees Fahrenheit. Coolant shall be *CHEVRON DELO* or *SHELL ROTELLA*, extended life coolant (red).

1.1.4 Engine must meet EPA Interim Tier IV Emissions Standards.

1.1.5 Spark arrestor muffler, dual element air cleaner and glow plug cold weather assist.

1.1.6 Starting Aids:

1.1.6.1 To be fully automatic ether system, glow plugs, or intake air grid type heater.

1.1.6.2 If automatic ether system, to include engine temperature sensor switch and be wired through starter button.

1.1.6.3 Engine Block Heater: One (1) each, immersion type, 110 volt AC, of highest wattage as provided by OEM engine manufacturer.

**2.0 DRIVE TRAIN:**

2.1 Drive system to consist of fully hydrostatic four-wheel drive.

2.2 Travel Speed: Seven (7) MPH minimum, forward and reverse.

2.3 Transmission must have infinitely variable tandem hydrostatic piston pumps, driving two fully reversing hydrostatic motors.

- 2.4 Final drive chains shall be pre-stressed #80 HSOC endless roller chain (no master link). Two (2) chains per each side of the loader with no idler socket.
- 2.5 Final drive axles shall be a minimum of two (2) inches in diameter

### **3.0 HYDRAULIC SYSTEM:**

- 3.1 Minimum flow of 16 GPM, to properly operate all attachments provided with unit and future attachments.
  - 3.1.1.1 High Flow Auxiliary Hydraulics
  - 3.1.1.2 Capable of providing 26 GPM & 3300 PSI system relief pressure through auxiliary circuit for high flow hydraulic attachment operation.
- 3.2 Hydraulic cylinders are to be double acting.
  - 3.2.1 Tilt cylinders shall have cushioning feature on dump.
- 3.3 Auxiliary Hydraulics “variable flow” & “maximum flow” shall be standard
- 3.4 A hydraulic oil cooler shall be standard equipment.
- 3.5 Standard auxiliary hydraulics shall include flush face style quick couplers.

### **4.0 CONTROLS:**

- 4.1 Selectable Electronic Joy Stick converts from H pattern to ISO pattern.
- 4.2 Computer controlled swash plate hydraulic motor system capable of controlling road speed or hydraulic system with constant or variable engine speed.
- 4.3 Foot throttle that frees feet from normal hydraulic control and adds foot throttle control.
  - 4.3.1 Fingertip switches integrated into the control handles.

### **5.0 ELECTRICAL SYSTEM:**

- 5.1 Battery shall be 12 volt with minimum 600 cold-cranking amps.
- 5.2 Alternator shall be a minimum 90 amp.
- 5.3 Starter shall be 12 volt; gear reduction.
- 5.4 Work Lights are to include two (2) each front and one (1) each rear work lights, minimum.
  - 5.4.1 Lights are to be shock mounted, and are to be switch operated from operator’s station.
- 5.5 Engine compartment light.
- 5.6 Dome Light: Operator’s compartment, separately switched.
- 5.7 Horn: Electric.

### **6.0 CAB:**

- 6.1 OEM EROPS (Enclosed Roll Over Protection System).
- 6.2 Front door to be easy attach/detach without tools.
- 6.3 Door glass to be poly-carbonate material.
- 6.4 Windshield Wipers: Front minimum.
- 6.5 Heater, minimum 13,000 BTU, with defrosters.
- 6.6 Operator Seat shall be scissors style suspension with adjustable lumbar support.
- 6.7 Seat belt with operator safety bar or 3-point seat belt system.
- 6.8 Rear view mirror, interior, to be wide angle.

- 6.9 Loader shall be equipped with an interlock control system that requires the operator be seated in with the seat bar down in place and the engine running before the hydraulic lift, tilt and the traction drive system can be operated.

## **7.0 INSTRUMENTATION:**

- 7.1 Any and all gauges that show pressures, temperatures, etc., are to be in U.S.A measurements such as PSI, Fahrenheit, etc. To include as a minimum, in the operator's compartment:
- 7.2 Hour Meter: Running engine activated.
- 7.3 Fuel level gauge or bar graph.
- 7.4 High engine coolant temperature gauge or indicator light.
- 7.5 Low engine oil pressure gauge or indicator light.
- 7.6 Hydraulic oil temperature indicator light.
- 7.7 Attachment control device light.
- 7.8 BICS Functions light.

## **8.0 MISCELLANEOUS:**

- 8.1 Warranty:
  - 8.1.1 To be minimum three-years (36 months) two (2) part warranty at assigned location.
  - 8.1.2 First year shall be Full (100%) Parts and Labor Warranty Coverage of all components, from the date the unit is placed in service.
  - 8.1.3 Second and third year shall be parts only, vendor pays freight.
- 8.2 Winterization: Entire unit shall be winterized to provide satisfactory performance in temperatures to minus 30 degrees Fahrenheit.
- 8.3 Training Resources: Service, parts, safety and operator's manuals to be delivered at the time the unit is delivered to FOB point.
- 8.4 Inspection: For compliance to specifications will be accomplished at the FOB point.

## **END OF SPECIFICATIONS**

## SUPPLEMENTAL TERMS AND CONDITIONS

- 1.0 SUPPLEMENTAL TERMS AND CONDITIONS:** Quotations including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in the RFQ or that diminish the State's rights under any contract resulting from this RFQ will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of the contract (1) if conflict arises between a supplemental term or condition included in the quote and a term or condition of the RFQ, the term or condition of the RFQ will prevail; and (2) if the State's rights are diminished as a result of application of a supplemental term or condition included in the quote, the supplemental term or condition will be considered null and void.
- 2.0 COMPATIBILITY:** Contractors will be required to assist the State in determining the compatibility of their devices with other contracted devices. At the State's request, contractors will be required to demonstrate their equipment's claimed compatibility. Successful offerors/contractors are required, on request by the State, to provide all published data pertinent to the offered devices' compatibility with other peripheral devices.
- 3.0 PATENTS AND COPYRIGHTS:** A vendor will, at its expense, defend the State against any claim that any machines or programming supplied hereunder infringe a patent or copyright in the United States or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the State must: (1) give the vendor prompt written notice of any such claim; and (2) allow the vendor to control, and fully cooperate with the vendor in, the defense and all related settlement negotiations. The vendor's obligation under this section is conditioned on the State's agreement that if the operation of the machines or programming becomes, or in the vendor's opinion are likely to become, the subject of such a claim, the State will permit the vendor, at its option and expense, either to procure the right for the State to continue using the machines or programming, or to replace or modify them so that they are non-infringing but still meet the State's needs as originally contracted. The vendor shall have no obligation with respect to any such claim based upon the State's modification of the machine or programming or their combination, operation or use with apparatus, data or programs not furnished by the vendor. This section states the vendor's entire obligation to the State regarding infringement.
- 4.0 RISK OF LOSS OR DAMAGE:** During the period on-order machines are in transit or in possession of the State, up to, and including the date of installation, as specified by the RFQ, or up to, and including the date of acceptance as specified by the State (pursuant to an Acceptance Test) if applicable, contractor and its insurers, if any, relieve the State of responsibility for all risk of loss of, or damage to, the machines except for loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination for which the State is legally liable. Thereafter, all risk of loss of, or damage to, such machines shall be on the State, except as described in, "WARRANTIES" below.
- 5.0 CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:** Contractor shall be liable for damages arising out of injury to persons and/or damage to the real or tangible personal property before or after acceptance, delivery, installation and use of the equipment either at the contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the contractor or defect of the equipment. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by contractor's officers, employees or agents); attachments made by the State; damages to said alterations or attachments that may result from the normal operation and maintenance of contractor's equipment, or for losses occasioned by the State's fault or negligence. Nothing in this contract shall limit the contractor's direct liability, if any, to third parties and employees of the State for any remedy which may exist under law in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of contractor, its officers, employees, or agents, is the cause of injury to such person.

- 6.0 LIMITATION OF REMEDIES:** Contractor's liability for damages to the State for any cause whatsoever, including causes of action under "*INSTRUCTION TO BIDDERS, TERMS AND CONDITIONS*", "*INDEMNIFICATION*", shall be limited to the greater of \$100,000 or the purchase price of the specified equipment which caused the damage or that is the subject matter of, or is directly related to, the cause of action. The forgoing limitation of liability will not apply to the payment of costs, damages, and attorney's fees referred to in the section, "*PATENTS AND COPYRIGHT PROTECTION*" above, or to claims for personal injury or damage to real property or tangible personal property caused by the contractor's negligence or defect of equipment. Contractors will not be liable to the State for any lost profits, lost savings or incidental damages or other consequential damages sustained by the State, except as provided in AS 45.02.719.
- 7.0 GENERAL:** The State certifies that it is purchasing this equipment for its own use and not for remarketing, and will not assign the on-order equipment to any party other than the contractor or contractor's affiliate without written consent of the contractor, which shall not be unreasonably withheld. The State reserves the right to sign any agreement that is deemed to be beneficial to the State. The State's RFQ, the contractor's response, and the resulting contract will be the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communication between the parties relating to the subject matter hereof.
- 8.0 DELIVERY:**
- 8.1 Pre-delivery service:** Prior to delivery, equipment shall be serviced and inspected by the dealer or his agent. A certification of this inspection, including the dealer and vehicle identification, check-off of service and inspection performed and the service manager's signature shall be furnished with delivered equipment. The fluid compartments shall be filled to the manufacturer's recommended capacity. If applicable, the fuel tank shall be filled to at least register a minimum 1/4 full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location. The equipment shall be clean and free from defects when delivered and should be ready for immediate use upon delivery.
- 8.2 Delivery Receipt:** A delivery receipt will be required for each unit delivered. This form can be of the vendor's own design, but must include the following minimum information: your delivery receipt number, the State Purchase Order number, a space for signature acknowledging receipt by state receiving personnel and date of actual receipt. One copy of this delivery receipt is to be given to the state-receiving agency. The original shall accompany the vendor's invoice to support and properly identify the equipment delivered. Vendors are cautioned and advised that such delivery forms will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Regional Equipment Managers are to be contacted regarding delivery coordination and contacts.
- 9.0 LIQUIDATED DAMAGES FOR LATE DELIVERY:** Time is of the essence in this contract. The Bidder is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties. In the event that the goods are delivered late or in the event that the goods do not conform in all material respects to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to 0.1% of the total price of non-conforming goods multiplied by the number of days elapsing between the delivery date provided in the specifications and the date that conforming goods are delivered to the State. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to inspect the goods.
- 9.1** These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

9.2 These liquidated damages for late delivery are not the exclusive remedy available to the State, but are in addition to all other actual damages that the State may incur by reason of late delivery or by reason of delivery of nonconforming goods.

**10.0 WARRANTY:** The successful bidder will provide a two part, three year (36 month) standard manufacturer's warranty. First year shall be Full (100%) Parts and Labor Warranty Coverage of all components, from the date the unit is placed in service. Second and third year shall be parts only, vendor pays freight. Contractor warrants that the equipment will be in good working order and will conform to the contractor's official published specifications and the technical specifications of the RFQ. Manufacturer's standard warranty provisions for the purchased equipment to the extent that they are not inconsistent with the terms of these Contractual Provisions, shall apply beginning on the date of installation. Maintenance charges, if applicable, shall not begin until the date of expiration of the warranty period.

10.1 The use of the equipment will be under the State's exclusive management and control. The State agrees that the contractor will not be liable for any damages caused by the State's failure to fulfill State responsibilities or by the State's negligence.

10.2 The warranties contained herein are separate and distinct from any other warranties expressed or implied and are not subject to any disclaimer of warranty or limitation of the supplier's liability.

10.3 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.

10.3.1 **Warranty Exceptions:** For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer.

10.3.2 **Warranty on Attachments:** Attachments are to have same warranty as host unit.

10.4 **In-Service Date:** Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacturer in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.

10.5 **Warranty Claims:** Warranty will be provided at the unit's assigned (in-service) location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor.

10.5.1 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, e-mail, fax, etc. that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized. The vendor must notify the state immediately that it will begin to perform the warranty work at the equipment location within 48 hours from receipt of written notification. The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 48 hours).

10.5.2 The vendor will be invoiced for required warranty work performed by the state. The shop rate to be charged for warranty work performed by the state will be billed in accordance with appropriate flat rate manuals. If flat rate manuals do not cover the labor operation, actual repair time will be used.

10.6 **Factory Recall:** Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer from who purchased.

## 11.0 PUBLICATIONS:

11.1 **Service, Parts and Operators Manuals:** Complete set to include applicable information covering prime unit and attachments.

11.2 **Service Bulletins, Etc.:** The successful bidder must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvements that may affect the maintenance, reliability, longevity, and safety of our equipment. This information will be provided as soon as possible to the delivery location.

## 12.0 INSPECTIONS:

12.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to Contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the Contractor thereof. Without limiting any other rights of the State, The State at its option, may require the Contractor to:

12.1.1 Repair or replace at Contractor's expense, any or all of the damaged goods,

12.1.2 Refund the price of any or all of the damaged goods, or

12.1.3 Accept the return of any or all of the damaged goods.

12.1.4 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the Bidder.

13.0 **MANUFACTURER'S REBATE (INCENTIVES):** In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the BIDDER'S responsibility to inform the Contracting officer in writing and to advise the procedures for obtaining such rebates.

14.0 **CONTRACT ADMINISTRATION:** The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.



## INSTRUCTIONS TO BIDDERS TERMS AND CONDITIONS

- 1.0 REQUEST FOR QUOTE (RFQ) REVIEW:** Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.
- 2.0 QUOTE FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.
- 3.0 SUBMISSION:** Quotes shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.
- 4.0 QUOTE REJECTION:** The State reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.
- 5.0 EXTENSION OF PRICES:** In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quote confers no right for the withdrawal of the quote after it has been opened.
- 6.0 ALASKA PROCUREMENT CODE:** The Procurement Code (AS.36.30) and its Regulations (2 AAC Ch. 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.
- 7.0 PRICES:** The offeror shall state prices in the units of issue on this RFQ. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:
  - 8.0** Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
  - 9.0** "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other Emergency type vehicles are not subject to the tax;
  - 10.0** Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
  - 11.0** Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
- 12.0 PAYMENT FOR STATE PURCHASES:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement which establishes a lower interest rate or precludes the charging of interest.

- 13.0 PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.
- 14.0 VENDOR TAX ID NUMBER:** If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.
- 15.0 INDEMNIFICATION:** The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.
- 16.0 SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 17.0 TITLE:** Title passes to the State for each item at FOB destination.
- 18.0 FILING A PROTEST:** An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.
- 19.0 COMPLIANCE:** In the performance of a contract that results from this RFQ, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
- 20.0 SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- 21.0 SPECIFICATIONS:** Unless otherwise specified in the RFQ, product brand names or model numbers are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

- 22.0 FIRM OFFER:** For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.
- 23.0 QUOTE PREPARATION COSTS:** The State is not liable for any costs incurred by the offeror in quote preparation.
- 24.0 CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST" above.
- 25.0 CONTRACT FUNDING:** Offerors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 26.0 CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- 27.0 ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the procurement officer of the contracting agency. Quotes that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 28.0 SUBCONTRACTOR(S):** Within five (5) working days of notice, the apparent low offeror must submit a list of the subcontractors that will be used in the performance of the contract. Subcontractors may be added or changed by the contractor if prior written approval is obtained from the procurement officer of the contracting agency. The procurement officer may approve new or different subcontractors at his or her discretion.
- 29.0 FORCE MAJEURE:** (Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 30.0 LATE QUOTES:** Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.
- 31.0 CONTRACT EXTENSION:** Unless otherwise provided in this RFQ, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 32.0 DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

- 33.0 DISPUTES:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.
- 34.0 CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this quote the offeror certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
- 35.0 CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this RFQ, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
- 36.0 ORDER DOCUMENTS:** Except as specifically allowed under this RFQ, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this RFQ. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this RFQ.
- 37.0 BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
- 38.0 OFFERORS WITH DISABILITIES:** The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotes are due to make any necessary arrangements.
- 39.0 COMPLIANCE WITH ADA:** By signature of their quote the offeror certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.
- 40.0 ALASKA BIDDER PREFERENCE:** The award of a contract, based on a Request for Quote (RFQ) will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. An "Alaska bidder" is a person who: (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license; (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole Proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

- 41.0 USE OF LOCAL FOREST PRODUCTS:** In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010.
- 42.0 LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:** When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, only those products harvested in Alaska, or in the case of fisheries products harvested or processed within the jurisdiction of Alaska, will be purchased, provided they are available, of comparable quality, and priced no more than seven percent (7%) higher than products harvested outside the state, or in the case of fisheries products harvested or processed outside the jurisdiction of the state, in accordance with AS 36.15.050.
- 43.0 ALASKA PRODUCT PREFERENCE:** A bidder that designates the use of an Alaska Product which meets the requirements of the RFQ specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Commerce & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.
- 44.0 EMPLOYMENT PROGRAM PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is offering goods or services through an employment program, as defined under 36.30.990(10), and submits a responsive and responsible bid that is no more than fifteen percent (15%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(c) and 2 AAC 12.050.
- 45.0 ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), is a qualifying entity as defined in AS 36.30.170(e) and (j), and is the lowest responsive and responsible bidder with a bid that is no more than ten percent (10%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(e).
- 46.0 EMPLOYERS OF PEOPLE WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and, at the time the bid is submitted, employs a staff that is made up of fifty percent (50%) or more people with disabilities, as defined in AS 36.30.170(j), and submits a responsive and responsible bid that is no more than ten percent (10%) higher than the lowest responsive and responsible bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(f).
- 47.0 PREFERENCE QUALIFICATION LETTER:** Regarding preferences 41, 42, and 43 above, the Division of Vocational Rehabilitation in the Department of Education maintains lists of Alaskan: [1] employment programs that qualify for preference, [2] individuals who qualify for preference as Alaskan's with disabilities, and, [3] employers who qualify for preference as employers of people with disabilities. In accordance with AS 36.30.170(j), in order to qualify for one of these preferences, an offeror must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, offeror must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.
- 48.0** As evidence of an individual's or a business' qualification for a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 41, 42, or 43 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list, at the time the quote is opened, and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to their quote. The offeror's failure to provide the certification letter mentioned above, with their quote, will cause the State to disallow the preference.

## END OF RFQ